

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Rectorseal Corporation		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2200 Ross Avenue		
Internal Address:	8th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4583654	SAFE-T-SWITCH	
Registration Number:	3020362	WIRE SNAGGER	
Registration Number:	3163422	THINK FAST WORK SMART.	
Registration Number:	3080265	SAFE-T-PROBE	
Registration Number:	1369600	FLAMESAFE	
Registration Number:	0139269		
Registration Number:	3967875	MAGIC FROST	
Registration Number:	3967876	LEAK FREEZE	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	13312-584 TMSA RECTORSEAL		

CH \$215.00 4583654

NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	04/01/2016
Total Attachments: 6 source=13312-584 Trademark Security Agreement 3-31-2016 -Rectorseal#page1.tif source=13312-584 Trademark Security Agreement 3-31-2016 -Rectorseal#page2.tif source=13312-584 Trademark Security Agreement 3-31-2016 -Rectorseal#page3.tif source=13312-584 Trademark Security Agreement 3-31-2016 -Rectorseal#page4.tif source=13312-584 Trademark Security Agreement 3-31-2016 -Rectorseal#page5.tif source=13312-584 Trademark Security Agreement 3-31-2016 -Rectorseal#page6.tif	

March 31, 2016

TRADEMARK SECURITY AGREEMENT

WHEREAS, THE RECTORSEAL CORPORATION, a Delaware corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of December 11, 2015 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among CSW Industrials, Inc. (the "Company"), CSW Industrials Holdings, Inc., The Whitmore Manufacturing Company, certain subsidiaries of the Company, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof; (b) all extensions and renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with or symbolized by the foregoing (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each License referred to in Schedule 1 annexed hereto; and

(3) accessions to, substitutions for and replacements, Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related

thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

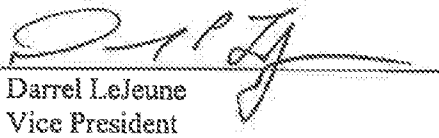
[Signatures On Following Pages]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

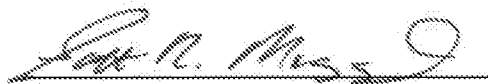
GRANTOR:

THE RECTORSEAL CORPORATION

By: 
Name: Darrel LeJeune
Title: Vice President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as
administrative agent

By: 

Name: Scott R. Maggard

Title: Senior Underwriter

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
THE RECTORSEAL CORPORATION	owner	SAFE-T-SWITCH	4,583,654	9	Air conditioner condensate overflow protection switch.	August 12, 2014	UNITED STATES
THE RECTORSEAL CORPORATION	owner	WIRE SNAGGER	3,020,362*	8	Hand tool, namely, tool used for pulling electrical wire.	November 29, 2005	UNITED STATES
THE RECTORSEAL CORPORATION	owner	THINK FAST WORK SMART.	3,163,422*	11	Components for air distribution systems within buildings, namely, registers attached to air conditioning or heating ducts, diffusers attached to air conditioning or heating ducts, and heat diffusion collars used to connect air conditioning or heating ducts.	October 24, 2006	UNITED STATES
THE RECTORSEAL CORPORATION	owner	SAFE-T-PROBE	3,080,265*	9	Liquid Level Sensor Switches	April 11, 2006	UNITED STATES

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
THE RECTORSEAL CORPORATION	owner	FLAMESAFE	1,369,600	1, 19	Fire stop compounds, fire retardant cable coatings and other fire retardant materials, namely, sprays and mastics for us in association with electrical wire and cables. Fire retardant building materials, namely, wall boards and damming panels.	November 5, 1985	UNITED STATES
THE RECTORSEAL CORPORATION	owner	Design only	0,139,269	1	Soldering flux.	February 1, 1921	UNITED STATES
THE RECTORSEAL CORPORATION	owner	MAGIC FROST	3,967,875	17	Commercial and residential cooling system performance enhancer, commercial and residential air conditioning system performance enhancer.	May 24, 2011	UNITED STATES
THE RECTORSEAL CORPORATION	owner	LEAK FREEZE	3,967,876	17	Commercial and residential cooling system stop leak and leak sealant; commercial and residential air conditioning stop leak and leak sealant.	May 24, 2011	UNITED STATES

*This trademark is immaterial to the Grantor's business and will be allowed to lapse due to non-renewal.

TRADEMARK APPLICATIONS

None